
ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Candid	late/Issue	MATIO	MALK	SPUBLI	MAN SENAT	E COMMITTEE
candida	Dates (if one folder is used per ate, a separate checklist must be sted for each flight)	10/3	24/12	- 19	130/12	
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17	7)		Date:		mittais
2.	Original contract showing requested time (when available)			Date:	8/20/12	@
3.	Updated contracts as order changes.			Date:	10/29/12	<u>e</u>
4.	Invoice of schedule as actually broadcast including amount of rebates given (exact date, time, class of time and amount	50			"Of SATIE	
	for each rebate), if any			Date:		
			Checkli	st Com	pleted:	
		Ву:				
		Date:				

CONTRACT

Advertiser Ref

WISN TV

759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

	r _			
	Contract / Re	vision	Alt Order	<u>#</u>
	902331	/ 1	06112211	
Product				
NRSC				
Contract Dates	Estimate #			
10/24/12 - 10/30/12				
<u>Advertiser</u>			Original Date	/ Revision
NRSC National Reput	olican Senate Co	mm	08/20/12	/ 08/20/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broade	cast	Cash
	Station	Accou	nt Executive	Sales Office
	WISN	Will Hi	ldebrandt	HRP -Washingt
	Special Hand	ling		
	Demographic	:		
	Adults 25-54			
	1100#	<u> </u>		
	IDB#	<u>Advert</u>	iser Code	Product Code

9912521 Agency Ref

Spots/ *Line Ch Start Date End Date Description Start/End Time Length Week Days Rate Type Spots Amount WISN 10/24/12 10/26/12 News M-F 5a 5-6A :30 NM 3 \$750.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 --WTF--\$250.00 WISN 10/29/12 10/30/12 News M-F 5a 5-6A :30 NM 2 \$500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MT----\$250.00 2 WISN 10/24/12 10/26/12 News M-F 6a 6-7A :30 NM 3 \$1,500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 --WTF--3 \$500.00 WISN 10/29/12 10/30/12 News M-F 6a :30 NM 2 \$1,000.00 Start Date **End Date** Weekdays Spots/Week <u>Rate</u> Week: 10/29/12 11/04/12 MT----\$500.00 WISN 10/24/12 10/26/12 Good Morning America 7-9a :30 NM 3 \$1,500.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 -WTF--\$500.00 WISN 10/29/12 10/30/12 Good Morning America 7-9a :30 NM \$1,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MT----\$500.00 2 10/26/12 WISN 10/24/12 LIVE WITH KELLY! 9-10am :30 NM 3 \$900.00 Start Date Weekdays Spots/Week End Date Rate Week: 10/22/12 10/28/12 --WTF--3 \$300.00 WISN 10/29/12 10/30/12 LIVE WITH KELLY! 9-10am :30 NM 2 \$600.00 End Date Start Date <u>Weekdays</u> Spots/Week Week: 10/29/12 11/04/12 MT----\$300.00 2 WISN 10/24/12 10/26/12 The View 10-11am :30 NM 3 \$900.00 Start Date End Date Weekdays 1 4 1 Spots/Week Rate Week: 10/22/12 10/28/12 --WTF--\$300.00 3 10 WISN 10/29/12 10/30/12 The View 10-11am :30 NM 2 \$600.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MT----2 \$300.00 11 WISN 10/24/12 10/26/12 THE CHEW 12P-1P NM 3 \$600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



	Contract / Revision 902331 / 1	Alt Order # 06112211	
ontract Dates	Product	Estimate #	
0/24/12 - 10/30/12	NRSC		

Advertiser Original Date / Revision 08/20/12 / 08/20/12 NRSC National Republica

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spot	s	Amount
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 wTF 3	<u>Rate</u> \$200.00				
12 WISN 10/29/12 10/30/12 THE CHEW Start Date	12P-1P <u>Rate</u> \$200.00	:30	NM	2	\$400.00
13 WISN 10/24/12 10/26/12 3-4p Start Date	3-4p <u>Rate</u> \$500.00	:30	NM	3	\$1,500.00
14 WISN 10/29/12 10/30/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	3-4p <u>Rate</u> \$500.00	:30	NM	2	\$1,000.00
15 WISN 10/24/12 10/26/12 DR. OZ Start Date	4P-5P <u>Rate</u> \$550.00	:30	NM	3	\$1,650.00
16 WISN 10/29/12 10/30/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	4P-5P <u>Rate</u> \$550.00	:30	NM	2	\$1,100.00
17 WISN 10/24/12 10/26/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	5-530pm <u>Rate</u> \$850.00	:30	NM	3	\$2,550.00
18 WISN 10/29/12 10/30/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	5-530pm <u>Rate</u> \$850.00	:30	MM	2	\$1,700.00
19 WISN 10/24/12 10/26/12 News M-F 6p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	6-630pm <u>Rate</u> \$1,000.00	:30	NM	3	\$3,000.00
20 WISN 10/29/12 10/30/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	6-630pm <u>Rate</u> \$1,000.00	:30	NM	2	\$2,000.00
21 WISN 10/24/12 10/26/12 Entertainment Tonigh Start Date	630p-7pm <u>Rate</u> \$800.00	:30	NM	3	\$2,400.00
22 WISN 10/29/12 10/30/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	630p-7pm <u>Rate</u> \$800.00	:30	NM	2	\$1,600.00
23 WISN 10/24/12 10/26/12 Late News 10PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12W-F 2	10-1030p <u>Rate</u> \$1,500.00	:30	NM	2	\$3,000.00
24 WISN 10/29/12 10/30/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	10-1030p <u>Rate</u> \$1,500.00	:30	NM	2	\$3,000.00
25 WISN 10/25/12 10/25/12 Late News 1030PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	1030p-11p <u>Rate</u> \$850.00	:30	MM	1	\$850.00
26 WISN 10/29/12 10/29/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	1030p-11p <u>Rate</u> \$850.00	:30	NM	1	\$850.00
27 WISN 10/24/12 10/25/12 Nightline Start Date End Date Weekdays Spots/Week	11p-1130p <u>Rate</u>	:30	NM	2	\$1,500.00

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

08/20/12 / 08/20/12



	Contract / Revision 902331 / 1	Alt Order # 06112211	
Contract Dates 10/24/12 - 10/30/12	Product NRSC	Estimate #	
Advertiser	Or	iginal Date / Revision	

NRSC National Republica

*Line Ch Chart Date Find Date Description	O	Spots/		
*Line Ch Start Date End Date Description Start Date End Date Weekdays Spots/Week	Start/End Time	Days Length Week Rate	Type Spots	Amount
Week: 10/22/12 10/28/12WT 2	<u>Rate</u> \$750.00			
28 WISN 10/30/12 10/30/12 Nightline	11p-1130p	:30	NM 1	\$750.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 -1 1	<u>Rate</u> \$750.00			
29 WISN 10/29/12 10/29/12 DWTS	Prime Other	:30		** ***
Start Date End Date Weekdays Spots/Week	Rate	.30	NM 1	\$5,000.00
Week: 10/29/12 11/04/12 1 1	\$5,000.00			
30 WISN 10/27/12 10/27/12 News Sat 7-9a Start Date End Date Weekdays Spots/Week	7-9am	:30	NM 1	\$350.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$350.00			
31 WISN 10/27/12 10/27/12 SA 5-530p	5a-530p	:30	NM 1	\$500.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121- 1	Rate			Ψοσο.σο
Week: 10/22/12 10/28/121- 1 32 WISN 10/27/12 10/27/12 News Sa 6p-7p	\$500.00			
Start Date End Date Weekdays Spots/Week	6-7PM Rate	:30	NM 1	\$550.00
Week: 10/22/12 10/28/121- 1	\$550.00			
33 WISN 10/27/12 10/27/12 Sat ABC Prime Other	Prime Other	:30	NM 1	\$7,000.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1- 1	Rate			**,500.00
Spot Ch Date Range Description	\$7,000.00 Start/End Time	Weekdays Length Rate	Type	
1 WISN 10/22/12-10/28/12 Sat ABC Prime Other	Prime Other	Sa :30 \$7,000.00	Type NM	
See MG 33.2				
2 WISN 10/22/12-10/28/12 ABC Prime College Footbal	7-1030p	Sa :30 \$7,000.00	NM	
34 WISN 10/28/12 10/28/12 News Sun 7-9a	7-9am	:30	NM 1	\$300.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1	Rate			4000.00
35 WISN 10/28/12 10/28/12 Sun 9-930A	\$300.00			
Start Date End Date Weekdays Spots/Week	9-930A <u>Ra</u> te	:30	NM 1	\$300.00
Week: 10/22/12 10/28/121 1	\$300.00			
36 WISN 10/28/12 10/28/12 This Week With Georg	930-1030am	:30	NM 1	\$850.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1	<u>Rate</u> \$850.00			
37 WISN 10/28/12 10/28/12 News Sun 530pm	530-6p	:30	NM 1	MEAA
Start Date End Date Weekdays Spots/Week	<u>Rate</u>	.30	NM 1	\$500.00
Week: 10/22/12 10/28/121 1	\$500.00			
38 WISN 10/28/12 10/28/12 Late News 10pm LTC Start Date End Date Weekdays Spots/Week	10p-1030p	:30	NM 1	\$1,500.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1	<u>Rate</u> \$1,500.00			
39 WISN 10/28/12 10/28/12 Late News SU 1030PM	1030p-11p	:30	NM 1	\$850.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>		' '	Ψ030.00
Week: 10/22/12 10/28/121 1	\$850.00			
N 40 WISN 10/27/12 10/27/12 Badgers Start Date End Date Weekdays Spots/Week	230p-6p <u>Rate</u>	:30	N M 1	\$8,500.00
Week: 10/22/12 10/28/12S- 1	\$8,500.00			

Totals

76

\$64,900.00

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specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



	Contract / Revision 902331 / 1	Alt Order # 06112211
Contract Dates 10/24/12 - 10/30/12	Product NRSC	Estimate #
Advertiser NRSC National Reput		Original Date / Revision 08/20/12 / 08/20/12

Time Period	# of Spots	Gross Amount	Net Amount	
10/01/12 -10/28/12	49	\$43,800.00	\$37,230.00	
10/29/12 -10/30/12	27	\$21,100.00	\$17,935.00	
Totals	76	\$64,900.00	\$55,165.00	

Signature:	Date:
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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(1	b) The St	ation shall exercise norma	al precautions in handling of	f property and mail,	, but assumes no liabi	lity for loss or damage t	to program or comm	ercia
materials and other prop-	erty furnished by t	he Agency in connection i	with broadcasts hereunder.	The Station will no	ot accept or process r	nail, correspondence, c	or telephone calls in	
connection with broadcas	sts except after its	prior approval.				•	•	

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT

Contract Agreement Between:

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

	Control / De	.1.1	17	A () D ()	
	Contract / Re	vision	12	Alt Order #	
	902331	/ 3	C	06112211	
Product					
NRSC					
Contract Dates	Estimate #				
10/24/12 - 10/30/12					
<u>Advertiser</u>		******	Orig	inal Date	/ Revision
NRSC National Republica	an Senate Cor	nm		0/24/12	/ 10/24/12
	Billing Cycle	Billing	Cale	ndar	Cash/Trade
	EOM/EOC	Broado	cast		Cash
	<u>Station</u>	Accou	nt Ex	ecutive	Sales Office
	WISN	Will Hi	ldebr	andt	HRP -Washingto
	Special Handl	ling			
	<u>Demographic</u>				
	Adults 25-54				
		· · · · · · · · · · · · · · · · · · ·			
	IDB#	Advert	iser (Code	Product Code
	9912521				· · ·
	Agency Ref		7	Advertiser	Ref

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
1 WISN 10/24/12 10/26/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	5-6A <u>Rate</u> \$250.00	:30	NM 3	\$750.00
2 WISN 10/29/12 10/30/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	5-6A <u>Rate</u> \$250.00	:30	NM 2	\$500.00
3 WISN 10/24/12 10/26/12 News M-F 6a Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12WTF 3	6-7A <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
4 WISN 10/29/12 10/30/12 News M-F 6a Start Date	6-7A <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
5 WISN 10/24/12 10/26/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	7-9a <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
6 WISN 10/29/12 10/30/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	7-9a <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
7 WISN 10/24/12 10/26/12 LIVE WITH KELLY! <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	9-10am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
8 WISN 10/29/12 10/30/12 LIVE WITH KELLY! Start Date	9-10am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
9 WISN 10/24/12 10/26/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	10-11am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
10 WISN 10/29/12 10/30/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	10-11am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
11 WISN 10/24/12 10/26/12 THE CHEW	12P-1P	:30	NM 3	\$600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

10/24/12 / 10/24/12



759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order # 902331 06112211 Contract Dates Product Estimate # 10/24/12 - 10/30/12 NRSC Advertiser Original Date / Revision

NRSC National Republica

		· · · · · · · · · · · · · · · · · · ·			<u>L. </u>		
*Line Ch Start Date End Date Description	Ctort/East Time	Đ	Spo				_
	Start/End Time	Days Lei	ngth Wee	ek Rate	Type 9	Spots	Amount
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/22/1210/28/12wTF3	<u>Rate</u> \$200.00						
12 WISN 10/29/12 10/30/12 THE CHEW	12P-1P		:30	· · · · · ·	NM	2	\$400.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	<u>Rate</u>					-	Φ400.00
	\$200.00						
13 WISN 10/24/12 10/26/12 3-4p Start Date End Date Weekdays Spots/Week	3-4p		:30		NM	3	\$1,500.00
Week: 10/22/12 End Date Weekdays Spots/Week WTF 3	<u>Rate</u> \$500.00						•
14 WISN 10/29/12 10/30/12 3-4p							
Start Date End Date Weekdays Spots/Week	3-4p Rate		:30		NM	2	\$1,000.00
Week: 10/29/12 11/04/12 MT 2	\$500.00						
15 WISN 10/24/12 10/26/12 DR. OZ	4P-5P		:30			_	
Start Date End Date Weekdays Spots/Week	Rate		.ა∪		NM	3	\$1,650.00
Week: 10/22/12 10/28/12WTF 3	\$550.00				- 1		
16 WISN 10/29/12 10/30/12 DR. OZ	4P-5P		:30		NM	2	£1 400 00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>		,,,,		14141	2	\$1,100.00
Week: 10/29/12 11/04/12 MT 2	\$550.00						
N 17 WISN 10/24/12 10/26/12 News M-F 5p	5-530pm		:30		NM	11	\$7,450.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 wTF 3	Rate						Ψ71-100.00
Spot Ch Date Range Description	\$850.00 Start/End Time	Maria de la comoción					
3 WISN 10/22/12-10/28/12 News M-F 5p	5-530pm	<u>Weekdays</u> WThF	Length	Rate	<u>Type</u>		
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1	2 - 330pm	Willi	:30	\$850.00	NM		
4 WISN 10/29/12-10/30/12 Nightline	- 11p-1130p	MTu	:30	\$1,850.00	NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1	• •		.00	Ψ1,000.00	IAIAI		
5 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu	:30	\$375.00	NM		
 MG for 19.1,17.3,21.3,21.1,21.2,23.1 6 WISN 10/29/12-10/30/12 Jimmy Kimmel 							
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1	1130-1230a	MTu	:30	\$375.00	NM		
7 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	14774					
® MG for 19.1,17.3,21.3,21.1,21.2,23.1	1130-1230a	MTu	:30	\$375.00	NM		
8 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu	:30	\$375.00	NIN.		
(H) MG for 19.1,17.3,21.3,21.1,21.2,23.1		,,,,	.50	\$373.00	NM		
9 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu	:30	\$600.00	NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1							
10 WISN 10/29/12-10/30/12 DR. OZ ⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1	4P-5P	MTu	:30	\$600.00	NM		
11 WISN 10/29/12-10/30/12 DR, OZ	4D 6B						
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1	4P-5P	MTu	:30	\$600.00	NM		
12 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu	:30	rean an	,,,, l		
MG for 19.1,17.3,21.3,21.1,21.2,23.1	,, 0,	M10	.30	\$600.00	NM		
18 WISN 10/29/12 10/30/12 News M-F 5p	5-530pm	· · · · · · · · · · · · · · · · · · ·	:30			_	
Start Date End Date Weekdays Spots/Week	Rate		.50		NM	2	\$1,700.00
Week: 10/29/12 11/04/12 MT 2	\$850.00						
N 19 WISN 10/24/12 10/26/12 News M-F 6p	6-630pm		:30		NM	2	¢2 000 00
Start Date End Date Weekdays Spots/Week	Rate				ININI	2	\$2,000.00
Week: 10/22/12 10/28/12WTF 3 Spot Ch Date Range Description	\$1,000.00						
Spot Ch Date Range Description 1 WISN 10/22/12-10/28/12 News M-F 6p	Start/End Time	Weekdays	<u>Length</u>	<u>Rate</u>	<u>Type</u>		
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12	6-630pm	WThF	:30	\$1,000.00	NM		

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Contract / Revision	Contract / Revision		
	902331 /	3	06112211	
ontract Dates	Product		Estimate #	

10/24/12 - 10/30/12 NRSC

Advertiser Original Date / Revision 10/24/12 **NRSC National Republica** / 10/24/12

*Line Oh Okad Data E LD (D		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Sp	ots	Amount
20 WISN 10/29/12 10/30/12 News M-F 6p Start Date	6-630pm <u>Rate</u> \$1,000.00	:30	NM	2	\$2,000.00
N 21 WISN 10/24/12 10/26/12 Entertainment Tonigh Start Date	630p-7pm <u>Rate</u> \$800.00	:30	NM	0	\$0.00
<u>Spot Ch Date Range Description</u> 1 WISN 10/22/12-10/28/12 Entertainment Tonigh See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12		<u>Weekdays</u> <u>Length</u> <u>Rate</u> WThF :30 \$800.00	<u>Type</u> <i>NM</i>		
 WISN 10/22/12-10/28/12 Entertainment Tonigh See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 WISN 10/22/12-10/28/12 Entertainment Tonigh 		WThF :30 \$800.00	NM		
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12		WThF :30 \$800.00	NM		
22 WISN 10/29/12 10/30/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	630p-7pm <u>Rate</u> \$800.00	:30	NM	2	\$1,600.00
N 23 WISN 10/24/12 10/26/12 Late News 10PM LTC Start Date	10-1030p <u>Rate</u> \$1,500.00	:30	NM	1	\$1,500.00
<u>Spot Ch Date Range Description</u> 1 WISN 10/22/12-10/28/12 Late News 10PM LTC See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12	Start/End Time 10-1030p	Weekdays Length Rate WF :30 \$1,500.00	<u>Type</u> <i>NM</i>		
24 WISN 10/29/12 10/30/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	10-1030p <u>Rate</u> \$1,500.00	:30	NM	2	\$3,000.00
25 WISN 10/25/12 10/25/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	1030p-11p <u>Rate</u> \$850.00	:30	MM	1	\$850.00
26 WISN 10/29/12 10/29/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	1030p-11p <u>Rate</u> \$850.00	:30	NM	1	\$850.00
27 WISN 10/24/12 10/25/12 Nightline Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 wT 2	11p-1130p <u>Rate</u> \$750.00	:30	NM	2	\$1,500.00
28 WISN 10/30/12 10/30/12 Nightline Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	11p-1130p <u>Rate</u> \$750.00	:30	NM	1	\$750.00
29 WISN 10/29/12 10/29/12 DWTS <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 1 1	Prime Other Rate \$5,000.00	:30	NM	1	\$5,000.00
30 WISN 10/27/12 10/27/12 News Sat 7-9a Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	7-9am <u>Rate</u> \$350.00	:30	NM	1	\$350.00
31 WISN 10/27/12 10/27/12 SA 5-530p Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	5a-530p <u>Rate</u> \$500.00	:30	NM	1	\$500.00
<u>Spot Ch Date Range Description</u> 1 WISN 10/22/12-10/28/12 SA 5-530p	Start/End Time 5a-530p	Weekdays Length Rate Sa :30 \$500.00	<u>Түре</u> <i>NM</i>		
See MG 31.2 2 WISN 10/28/12-10/28/12 Chris Matthews MG for 31.1 10/27	*1030-11A	sı :30 \$500.00	NM		

(* Line Transactions: N = New, E = Edited, D = Deleted)

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Contract / Revision Alt Order# 902331 06112211

Contract Dates Product Estimate # 10/24/12 - 10/30/12 NRSC

Advertiser Original Date / Revision NRSC National Republica 10/24/12 / 10/24/12

Spots/ *Line Ch Start Date End Date Description Start/End Time Davs Length Week Rate Type Spots **Amount** 10/27/12 News Sa 6p-7p WISN 10/27/12 6-7PM :30 NM \$550.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 ----1-\$550.00 WISN 10/27/12 10/27/12 Sat ABC Prime Other Prime Other :30 NM \$7,000.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/22/12 10/28/12 \$7,000.00 ----1-1 Spot Ch Date Range Description Start/End Time Weekdays <u>Length</u> Rate <u>Type</u> 1 WISN 10/22/12-10/28/12 Sat ABC Prime Other Prime Other -----sa-:30 \$7,000.00 NM See MG 33.2 2 WISN 10/22/12-10/28/12 ABC Prime College Footbal 7-1030p -----Sa--:30 \$7,000.00 NM MG for 33.1 10/27 34 WISN 10/28/12 10/28/12 7-9am News Sun 7-9a :30 NM 1 \$300.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 1 \$300.00 WISN 10/28/12 10/28/12 Sun 9-930A 9-930A :30 NM 1 \$300.00 Start Date End Date Spots/Week Weekdays Rate Week: 10/22/12 10/28/12 \$300.00 WISN 10/28/12 10/28/12 This Week With Georg 930-1030am :30 NM \$850.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 ----1 10/28/12 1 \$850.00 WISN 10/28/12 10/28/12 News Sun 530pm 530-6p :30 NM \$500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 \$500.00 WISN 10/28/12 10/28/12 Late News 10pm LTC 10p-1030p :30 NM \$1,500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 ---1 \$1,500.00 1 WISN 10/28/12 10/28/12 Late News SU 1030PM 1030p-11p :30 NM \$850.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 ---1 1 \$850.00 WISN 10/27/12 10/27/12 Badgers 230p-6p :30 NM \$8,500,00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 1 \$8,500.00 WISN 10/25/12 10/25/12 Last Resort Thu 7-8p :30 NM \$3,750.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 \$3,750.00 1

Totals 80 \$68,650.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	44	\$41,800.00	\$35,530.00
10/29/12 -10/30/12	36	\$26,850.00	\$22,822.50
Totals	80	\$68,650.00	\$58,352.50

Signature: _	Date:	

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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise substitute date and time, at no additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf hold harmless Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exerci materials and other property furnished by the Agency in co- connection with broadcasts except after its prior approval.	normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercia ction with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in

- on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service, all references herein to Agency shall allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

Product Code

Contract Agreement Between: WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

Contract / Revision Alt Order# 902331 06112211 Product NRSC Contract Dates Estimate # 10/24/12 - 10/30/12 <u>Advertiser</u> Original Date / Revision NRSC National Republican Senate Comm 10/29/12 / 10/29/12 Billing Cycle Billing Calendar Cash/Trade EOM/EOC Broadcast Cash Station Account Executive Sales Office WISN HRP -Washingto Will Hildebrandt Special Handling Demographic Adults 25-54

Advertiser Code

Advertiser Ref

IDB#

9912521 Agency Ref

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
1 WISN 10/24/12 10/26/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	5-6A <u>Rate</u> \$250.00	:30	NM 3	\$750.00
2 WISN 10/29/12 10/30/12 News M-F 5a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	5-6A <u>Rate</u> \$250.00	:30	NM 2	\$500.00
3 WISN 10/24/12 10/26/12 News M-F 6a Start Date	6-7A <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
4 WISN 10/29/12 10/30/12 News M-F 6a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	6-7A <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
5 WISN 10/24/12 10/26/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 wTF 3	7-9a <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
6 WISN 10/29/12 10/30/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	7-9a <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
7 WISN 10/24/12 10/26/12 LIVE WITH KELLY! <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	9-10am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
8 WISN 10/29/12 10/30/12 LIVE WITH KELLY! Start Date	9-10am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
9 WISN 10/24/12 10/26/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	10-11am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
10 WISN 10/29/12 10/30/12 The View Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	10-11am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
11 WISN 10/24/12 10/26/12 THE CHEW	12P-1P	:30	NM 3	\$600.00

CONTRACT

(* Line Transactions: N = New, E = Edited, D = Deleted)

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WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order# 06112211 902331 / 4

Contract Dates Product Estimate # NRSC 10/24/12 - 10/30/12

Advertiser Original Date / Revision NRSC National Republica 10/29/12 / 10/29/12

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	e TypeSp	ots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 wtf 3	<u>Rate</u> \$200.00				
12 WISN 10/29/12 10/30/12 THE CHEW	12P-1P	:30	NM	2	\$400.00
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12MT2	<u>Rate</u> \$200.00				
13 WISN 10/24/12 10/26/12 3-4p	3-4p	:30	NM	3	¢1 500 00
Start Date End Date Weekdays Spots/Week	Rate	.30	INIVI	3	\$1,500.00
Week: 10/22/12 10/28/12WTF 3	\$500.00				
14 WISN 10/29/12 10/30/12 3-4p Start Date End Date Weekdays Spots/Week	3-4p	:30	NM	2	\$1,000.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	<u>Rate</u> \$500.00				
15 WISN 10/24/12 10/26/12 DR. OZ	4P-5P	:30	NM	3	\$1,650.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 wTF 3	Rate				·
Week: 10/22/12 10/28/12WTF 3 16 WISN 10/29/12 10/30/12 DR. OZ	\$550.00 4P-5P	.20		•	M4 400 00
Start Date End Date Weekdays Spots/Week	Rate	:30	NM	2	\$1,100.00
Week: 10/29/12 11/04/12 MT 2	\$550.00				
N 17 WISN 10/24/12 10/26/12 News M-F 5p	5-530pm	:30	NM	10	\$6,600.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12WTF 3	<u>Rate</u> \$850.00				
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	<u>Type</u>		
1 WISN 10/22/12-10/28/12 News M-F 5p	5-530pm	WThF :30 \$850.0			
Credited 3 WISN 10/22/12-10/28/12 News M-F 5p	5-530pm	WThF :30 \$850.0	9 NM		
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1	,	williw	, , , , , , ,		
4 WISN 10/29/12-10/30/12 Nightline	11p-1130p	MTu :30 \$1,850.00	MM C		
	1130-1230a	MTu :30 \$375.00	D NM		
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1	1100-12004	,30 \$3/3.0	, NIVI		
6 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu :30 \$375.0	MM C		
	1130-1230a	MTu:30 \$375.0	o NM		
(h) MG for 19.1,17.3,21.3,21.1,21.2,23.1	1130-1230a	1914 130 \$375.0°) INIVI		
8 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu :30 \$375.0	MM C		
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1 9 WISN 10/29/12-10/30/12 DR, OZ	4P-5P	MTu:30 \$600.0	D NM		
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1	46-06	.30 \$600.0	7 14141		
10 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu :30 \$600.0	MM O		
MG for 19.1,17.3,21.3,21.1,21.2,23.1 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu: :30 \$600.0	o NM		
(ii) MG for 19.1,17.3,21.3,21.1,21.2,23.1	417-317	M1430 \$800.0) IMM		
12 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu :30 \$600.0	MN 0		
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1					
18 WISN 10/29/12 10/30/12 News M-F 5p Start Date End Date Weekdays Spots/Week	5-530pm	:30	NM	2	\$1,700.00
Week: 10/29/12 11/04/12 MT 2	<u>Rate</u> \$850.00				
N 19 WISN 10/24/12 10/26/12 News M-F 6p	6-630pm	:30	NM	1	\$1,000.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 WTF 3	Rate				
VVCCR. 10/22/12 10/20/12WIF 3	\$1,000.00				

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Start Date

29 WISN 10/29/12

30 WISN 10/27/12

Start Date

Week: 10/29/12

Week: 10/29/12

End Date

11/04/12

End Date

11/04/12

10/29/12

10/27/12

Weekdays

DWTS

News Sat 7-9a

<u>Weekdays</u>

-1----

Spots/Week

1

Spots/Week

 Contract / Revision
 Alt Order #

 902331 / 4
 06112211

 Contract Dates
 Product
 Estimate #

 10/24/12 - 10/30/12
 NRSC

 Advertiser
 Original Date / Revision

 NRSC National Republica
 10/29/12 / 10/29/12

Spots/ Ch Start Date End Date Description *Line Start/End Time Days Length Week Rate Type Spots Amount Start Date End Date Weekdays Spots/Week Rate Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type 1 WISN 10/22/12-10/28/12 News M-F 6p 6-630pm ---WThF----:30 \$1,000.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 3 WISN 10/22/12-10/28/12 News M-F 6p 6-630pm ---WThF----:30 \$1,000.00 NM Credited 20 WISN 10/29/12 10/30/12 6-630pm News M-F 6p :30 NM 2 \$2,000.00 Start Date End Date **Weekdays** Spots/Week Rate Week: 10/29/12 11/04/12 MT----2 \$1,000.00 21 WISN 10/24/12 10/26/12 **Entertainment Tonigh** 630p-7pm :30 NM \$0.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 --WTF--3 \$800.00 Spot Ch Date Range Description Start/End Time Weekdays Length Type Rate 1 WISN 10/22/12-10/28/12 Entertainment Tonigh 630p-7pm ---WThF----:30 \$800.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 2 WISN 10/22/12-10/28/12 Entertainment Tonigh 630p-7pm ---WThF----:30 \$800.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 3 WISN 10/22/12-10/28/12 Entertainment Tonigh 630p-7pm ---WThF---:30 \$800.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 22 WISN 10/29/12 10/30/12 Entertainment Tonigh 630p-7pm :30 NM 2 \$1,600.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MT----2 \$800.00 23 WISN 10/24/12 10/26/12 Late News 10PM LTC 10-1030p :30 NM ٥ \$0.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 --W-F--\$1,500.00 Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type 1 WISN 10/22/12-10/28/12 Late News 10PM LTC 10-1030p ---W--F---:30 \$1,500.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 2 WISN 10/22/12-10/28/12 Late News 10PM LTC 10-1030p ---W--F----:30 \$1,500.00 NM Credited 24 WISN 10/29/12 10/30/12 Late News 10PM LTC 10-1030p :30 NM \$3,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MT----2 \$1,500.00 WISN 10/25/12 10/25/12 Late News 1030PM LTC 1030p-11p :30 NM \$850.00 Weekdays Start Date End Date Spots/Week Rate Week: 10/22/12 10/28/12 ---1---\$850.00 1 26 WISN 10/29/12 10/29/12 Late News 1030PM LTC 1030p-11p :30 NM \$850.00 Start Date **End Date** <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 \$850.00 1 27 WISN 10/24/12 10/25/12 Nightline 11p-1130p :30 NM 2 \$1,500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 -WT---10/28/12 \$750.00 2 28 WISN 10/30/12 10/30/12 Nightline 11p-1130p :30 NM \$750.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

:30

:30

NM

NM

1

\$5,000.00

\$350.00

Rate

Rate

\$750.00

Prime Other

\$5,000.00

7-9am

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order# 902331 06112211 / 4 Product Estimate #

Contract Dates 10/24/12 - 10/30/12 NRSC

Advertiser Original Date / Revision NRSC National Republica 10/29/12 / 10/29/12

*Line Ch Start Date End Date Description	Start/Ford Time	Spots/		
Start Date End Date Weekdays Spots/Week	Start/End Time Rate	Days Length Week Rate	Type Spots	Amount
Week: 10/22/12 10/28/121 1	\$350.00			
31 WISN 10/27/12 10/27/12 SA 5-530p	5a-530p	:30	NM 1	\$500.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1- 1	<u>Rate</u> \$500.00			7000.00
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	Type	
1 WISN 10/22/12-10/28/12 SA 5-530p	5a-530p	\$a :30 \$500.00	NM NM	
See MG 31.2 2 WISN 10/28/12-10/28/12 Chris Matthews	*4000.444			
(P) MG for 31.1 10/27	*1030-11A	St :30 \$500.00	NM	
N 32 WISN 10/27/12 10/27/12 News Sa 6p-7p	6-7PM	:30	NM o	00.00
Start Date End Date Weekdays Spots/Week	Rate	.50	NM 0	\$0.00
Week: 10/22/12 10/28/121- 1 <u>Spot Ch</u> <u>Date Range</u> <u>Description</u>	\$550.00	1March 2	_ [
1 WISN 10/22/12-10/28/12 News Sa 6p-7p	Start/End Time 6-7PM	<u>Weekdays Length Rate</u> sa :30 \$550.00	<u>Type</u> <i>NM</i>	
Credited		.50 00:00	1414/	
33 WISN 10/27/12 10/27/12 Sat ABC Prime Other	Prime Other	:30	NM 1	\$7,000.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1- 1	<u>Rate</u> \$7,000.00		İ	**,000.00
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	<u>Ту</u> ре	
1 WISN 10/22/12-10/28/12 Sat ABC Prime Other	Prime Other	5a :30 \$7,000.00	NM NM	
See MG 33.2 2 WISN 10/22/12-10/28/12 ABC Prime College Footbal	7 4000-			
MG for 33.1 10/27 MG for 33.1 10/27	7-1030p	Sa :30 \$7,000.00	NM	
34 WISN 10/28/12 10/28/12 News Sun 7-9a	7-9am	:30	NM 1	\$200.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>	.00	NM 1	\$300.00
Week: 10/22/12 10/28/121 1	\$300.00			
35 WISN 10/28/12 10/28/12 Sun 9-930A <u>Start Date </u>	9-930A Rate	:30	NM 1	\$300.00
Week: 10/22/12 10/28/121 1	\$300.00			
36 WISN 10/28/12 10/28/12 This Week With Georg	930-1030am	:30	NM 1	\$850.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1	Rate			7750.00
37 WISN 10/28/12 10/28/12 News Sun 530pm	\$850.00 530-6p			
Start Date End Date Weekdays Spots/Week	Rate	:30	NM 1	\$500.00
Week: 10/22/12 10/28/121 1	\$500.00			
38 WISN 10/28/12 10/28/12 Late News 10pm LTC Start Date End Date Weekdays Spots/Week	10p-1030p	:30	NM 1	\$1,500.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 1 1	<u>Rate</u> \$1,500.00			
39 WISN 10/28/12 10/28/12 Late News SU 1030PM	1030p-11p	:30	NIBA 4	****
Start Date End Date Weekdays Spots/Week	Rate	.50	NM 1	\$850.00
Week: 10/22/12 10/28/121 1	\$850.00			
40 WISN 10/27/12 10/27/12 Badgers Start Date End Date Weekdays Spots/Week	230p-6p	:30	N M 1	\$8,500.00
Week: 10/22/12 10/28/12S- 1	<u>Rate</u> \$8,500.00		1	
41 WISN 10/25/12 10/25/12 Last Resort	Thu 7-8p	:30	NM 1	\$3.7E0.00
Start Date End Date Weekdays Spots/Week	Rate		THE	\$3,750.00
Week: 10/22/12 10/28/12T 1	\$3,750.00			
		Totals	76	\$64,750.00

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WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Contract / Revision 902331 / 4		Alt Order # 06112211	
Contract Dates 10/24/12 - 10/30/12	Product NRSC		Estimate #	
Advertiser NRSC National Reput	lica	- 1	iginal Date / Revision 10/29/12 / 10/29/12	

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	40	\$37,900.00	\$32,215.00
10/29/12 -10/30/12	36	\$26,850.00	\$22,822.50
Totals	76	\$64,750.00	\$55,037.50

Signature:	Date: _	
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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercia
materials and other property furnis	shed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts except	

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]